



THE CITY OF WINNIPEG

TENDER

TENDER NO. 306-2026

HESPELER PARK PLAYGROUND REDEVELOPMENT

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 HESPELER PARK PLAYGROUND REDEVELOPMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 17, 2026.

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.4.2 All signatures shall be original.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in C24. Any such costs shall be determined in accordance with C24.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.5.1 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.3, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with their Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and C6.19).

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are available at <http://www.winnipeg.ca/matmgt/Safety/default.stm>.

B13.5 Further to B13.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

B17. EVALUATION OF BIDS

B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.4.2 Where MRST is shown on Form B as a separate line item, if that Line item is not completed, the MRST shall be considered to be included in the Total Bid Price.
- B17.4.3 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of C24 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.
- B18.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.5.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B18.6 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2025-11-01) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of replacement of swing set, safety surfacing and timbers, new granular pathway replacement of some play equipment, new mesh on existing chain link fence and new vehicular gate, site furniture and topsoil and sod.

D2.2 The major components of the Work are as follows:

- (a) Removals;
- (b) Excavation;
- (c) Timber edging;
- (d) Safety surfacing;
- (e) Play equipment;
- (f) Asphalt pathway and asphalt overlay;
- (g) Site furniture;
- (h) Chain link mesh replacement and vehicular gate; and
- (i) Topsoil and sod.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) “**CW**” means current City of Winnipeg Standard Construction Specification;
- (b) “**SCD**” means current City of Winnipeg Parks Planning Standard Construction Detail Drawings; and
- (c) “**SD**” means current City of Winnipeg Standard Construction Detail.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Taylor Bishop
Landscape Architect
Telephone No. 204 451-4608
Email Address tbishop@winnipeg.ca

D4.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. SAFE WORK PLAN

D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D7.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, contractual liability, unlicensed motor vehicle liability (contractor's equipment), non-owned automobile liability and products and completed operations endorsement, to remain in place at all times during the performance of the Work and throughout the Warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D8.4 The Contractor shall provide:

- (a) The certificate of insurance, in a form satisfactory to the Supervisor of Insurance, to:

The City of Winnipeg
Risk Management
Insurance Section
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

- (b) The Contract Administrator with a copy of the certificate of insurance.

At least two (2) Business Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.

- D8.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Supervisor of Insurance.

D9. CONTRACT SECURITY

- D9.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price; and
- (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.
- (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the amount of fifty percent (50%) of the Contract Price; or
- (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

- D9.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice
<https://www.winnipeg.ca/media/4831/>
 - (ii) Performance Bond – Schedule B – Surety’s Acknowledgement
<https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety’s Position
<https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
 - (i) L&M Bond – Schedule A – Notice of Claim
<https://www.winnipeg.ca/media/4834/>
 - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice
<https://www.winnipeg.ca/media/4835/>
 - (iii) L&M Bond – Schedule C – Surety’s Position
<https://www.winnipeg.ca/media/4836/>
- (c) Irrevocable Standby Letter of Credit <https://www.winnipeg.ca/media/4931/>

- D9.1.2 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.

- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D9.1.2(b).
- D9.1.3 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.
- D9.1.4 Digital bonds passing the verification process will be treated as original and authentic.
- D9.1.5 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D9.2 The Contractor shall provide:
 - (a) the required Contract Security to:

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1
 - (b) The Contract Administrator with copies of the required Contract Security.

within seven (7) Calendar Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.
- D9.3 Where the Contract Security is provided in accordance with D9.1(a) and D9.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
 - (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D9.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D10. SUBCONTRACTOR LIST

- D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D11. DETAILED WORK SCHEDULE

- D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.
- D11.2 The detailed work schedule shall consist of the following:
 - (a) Start date;
 - (b) Removals;
 - (c) Excavation;
 - (d) Installation of safety surfacing;
 - (e) Installation of play equipment;
 - (f) Installation of site furniture;
 - (g) Installation of asphalt;
 - (h) Installation of soil and sod; and

- (i) Expected completion.

D11.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

SCHEDULE OF WORK

D12. COMMENCEMENT

D12.1 The Contractor shall not commence any Work until they are in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) evidence of the contract security specified in D9;
 - (vi) the Subcontractor list specified in D10;
 - (vii) the detailed work schedule specified in D11;
 - (viii) the direct deposit application form specified in C12.20.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D12.3 The Contractor shall commence the Work on the Site within fourteen (14) Working Days of receipt of the Purchase Order or as agreed upon with the Contract Administrator.

D13. SUBSTANTIAL PERFORMANCE

D13.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D12.

D13.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D13.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D14. TOTAL PERFORMANCE

D14.1 The Contractor shall achieve Total Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D12.

D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D15. LIQUIDATED DAMAGES

D15.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City five-hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SCHEDULED MAINTENANCE

D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Sod as specified in E20;

D16.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D17. JOB MEETINGS

D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D18.1 Further to C6.27, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D19.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

PAYMENT

D20. PAYMENT SCHEDULE

D20.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D21. WARRANTY

D21.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D21.1.1 For the purpose of contract security, the warranty period shall be one (1) year.

D21.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D21.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

INDEMNITY

D22. INDEMNITY

D22.1 Indemnity shall be as stated in C17.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in their entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E1.4 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
CW 1110	General Instructions
CW 1120	Existing Services, Utilities and Structures
CW 1130	Site Requirements
CW 2160	Concrete Underground Structures and Works
CW 3110	Sub-Grade, Sub-Base and Base Course Construction
CW 3130	Supply & Installation of Geotextile Fabrics
CW 3170	Earthwork and Grading
CW 3410	Asphaltic Concrete Pavement Works
CW 3510	Sodding
CW 3520	Seeding
CW 3540	Topsoil and Finish Grading for Establishment of Turf Areas
CW 3550	Chain Link and Drift Control Fence

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
H.7-E.1	Existing Conditions and Removals
H.7-E.2	Materials Plan
H.7-E.3	Layout Plan
H.7-E.4	Details CAD File
SCD-119	Waste Receptacle Side Opening Metal Slat Type
SCD-121E	Tache Bench Composite with Arms – Surface Mount
SCD-122A	Tache Style Accessible Metal Frame Picnic Table
SCD-153	English Park Sign with Address
SCD-648	Park Pathway Asphalt
SCD-650	Engineered Wood Fibre Safety Surfacing Drainage Diagram
SCD-651A	Double Timber Edging with Cap
SD-243	Sodding Details

E2. HAZARDOUS MATERIALS

E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

E3. EXISTING SERVICES AND UTILITIES

E3.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E4. ACCESS TO SITE

E4.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his/her own expense and approved by the Contract Administrator. Near completion of the Project, the access area shall be restored by the Contractor to a condition equal to or better than the original and to the satisfaction of the Contract Administrator. All costs related to the restoration of the access area shall be borne by the Contractor.

E4.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he/she shall be responsible for all damage resulting from his/her Work on private property.

E5. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

E5.1 Further to C6.13, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

E5.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E5.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

E5.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

E5.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

E5.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

E6. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

E6.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the

Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.

- E6.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400mm wood planks, or suitable protection as approved by the Contract Administrator.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
 - (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- E6.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.
- E6.4 No separate measurement or payment will be made for the protection of trees.

E7. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

- E7.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he/she is working near them. Any damage caused by the negligence of the Contractor or his/her Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.
- E7.2 Ambulance/ Emergency vehicle access must be maintained at all times.
- E7.3 Contractor to maintain public sidewalk access free and clear of construction equipment, construction material, and debris.

E8. PROTECTION OF THE SURVEY INFRASTRUCTURE

- E8.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under [The Surveys Act](#), of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.
- E8.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.
- E8.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey

monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor.

- E8.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

E9. SITE ENCLOSURES

- E9.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E9.2 Site enclosures shall be considered incidental to the Contract Work.
- E9.3 Site enclosures shall be 1.8m high sturdy, steel construction fencing.
(a) Snow fencing will not be accepted.
- E9.4 Contractor to securely lock construction fencing at the end of each Working Day.
- E9.5 Contractor shall install a minimum of one (1) construction safety sign per enclosure.
- E9.6 Site enclosures shall be considered incidental to the Contract Work.

E10. SITE RESTORATION

- E10.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

SITE DEVELOPMENT

E11. STAKES AND MARKS

- E11.1 The Contractor is responsible for the identification and staking of the property lines and the establishment of the layout of all Work. Key grade stakes shall be identified at the pre-construction meeting.
- E11.2 The Contract Administrator shall be advised of the staking of the layout and site grades at least twenty-four (24) hours in advance in order that the layout and site grades may be inspected and adjusted as required prior to construction.
- E11.3 The Contractor is responsible for the establishment and maintenance of the fixed bench mark, layout and grade stakes throughout the construction process.
- E11.4 The Contractor shall determine the meaning and correctness of the stakes and marks before starting the Work. If an error is suspected in the Drawings, Specifications or directions of the Contract Administrator, Work will be discontinued until the error is rectified. No claim will be made due to alleged inaccuracies in the stakes and marks and for delay in the Work to rectify an error.

E12. REMOVALS

E12.1 This Specification shall cover the removal of safety surfacing, play equipment, timbers and site furniture, chain link mesh, chain link vehicle gate, as indicated on the Drawings and identified by the Contract Administrator.

E12.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to satisfactory performance and completion of all Work as shown on the drawings as herein specified.

E12.3 Construction Methods

E12.3.1 Remove and legally dispose of existing play equipment, timbers, site furniture, fencing, asphalt, paving stone and safety surfacing as identified by the Contract Administrator.

E12.3.2 At the discretion of the Contract Administrator, some or all of the removed items may be salvaged by the City of Winnipeg

E12.3.3 Voids from chain link fencing posts shall be filled and sufficiently compacted with clean fill.

E12.3.4 The Contractor shall load and haul all waste materials from the Site and dispose of these materials at dumps located by the Contractor and approved by the Contract Administrator.

E12.4 Method of Measurement and Basis of Payment

E12.4.1 Method of Measurement shall be measured on as follows:

- (a) Removals shall be measured on a lump sum basis for:
 - (i) "Remove & legally dispose of existing swing set, timbers and rails on play structure"; and
 - (ii) "Remove & legally dispose of existing vehicle gate" on Form B: Prices.
- (b) Removals shall be measured on a per unit basis for:
 - (i) "Remove & legally dispose of existing asphalt surface (granular base to remain)";
 - (ii) "Remove & legally dispose of existing 1.2 m height mesh on chain link fence (posts to remain)";
 - (iii) "Remove & legally dispose of existing waste receptacles"; and
 - (iv) "Remove & legally dispose of exiting benches"; on Form B: Prices.
- (c) No separate measurement shall be made for filling footing holes with fill material as this work is incidental herein.

E12.4.2 Basis of Payment shall be as follows:

- (a) Removals will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No separate payment shall be made for filling footing holes with fill material as this work is incidental herein.

E13. EXCAVATION AND GRADING

E13.1 General Description

E13.1.1 This Specification shall amend and supplement CW 3110 and CW 3170. It shall cover the excavation and legal disposal of existing engineered wood fibre safety surfacing and earthen materials.

E13.1.2 If required by the Contract Administrator, layout and grades shall be established by a professional land surveyor.

- E13.1.3 Excavation includes the removal of items (i.e., earthen materials) as indicated on the Drawings and as directed by the Contract Administrator. Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock, rubble, rubbish and any surplus suitable Site material.
- E13.1.4 Work shall include but not be limited to the following:
- (a) Excavation of existing safety surfacing outside of proposed swing area (min. 100 mm depth);
 - (b) Excavation of existing safety surfacing and earthen materials inside proposed swing area (min. 300 mm depth) to allow for manufacturer's specified drainage system and 300mm depth of compacted engineered wood fibre **plus an additional 150 mm depth drainstone**;
 - (c) New Sod excavation per SD-243; and
 - (d) All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner.
- E13.1.5 All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner.
- E13.1.6 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.
- E13.2 Construction Methods
- E13.2.1 Excavation
- (a) If required to achieve finished grades, stockpile suitable, approved material on Site for reuse (clean topsoil, clean earth fill) in a secure location to the satisfaction of the Contract Administrator. Remove and dispose of unsuitable material.
 - (b) Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance, excavated material may be disposed of on Site at a location designated by the Contract Administrator.
 - (c) The Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.
 - (d) Excavate to the limits shown and as necessary to achieve finish grades as indicated on the Drawings. Where design grades are not shown, the new surface materials shall be installed to meet flush with surrounding grades and sloped so as not to impede the existing drainage pattern.
 - (e) The Contractor shall construct all sub-grades in accordance with CW 3110. This shall include the use of suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 98% Standard Proctor Density below all paved areas (asphalt, concrete, stone chip and limestone paving), and 90% Standard Proctor Density in all other areas disturbed under this Contract unless otherwise indicated. Lifts shall not exceed a compacted thickness of 150 mm.
 - (f) Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.
- E13.2.2 Grading
- (a) Site grading shall be as per the Drawings.
 - (b) The design grade shall be considered to be straight grade between finished design elevations shown. Changes in grade at swales or where it meets existing sod shall be gently contoured to allow for ease of grass mowing operations.
 - (c) Contractor to ensure site grading does not create tripping hazards and no areas of standing water remain.

- (d) If necessary, the Contractor shall import clean fill to achieve grades as per the Drawings.
- (e) Backfill shall be placed in a dry, thawed condition and shall be maintained free of moisture or frost.
- (f) In fill areas where the difference between the existing ground elevation and the new finished design elevation is less than 300 mm, the Contractor shall scarify the existing ground to a minimum depth of 50 mm prior to placement of any fill.
- (g) In areas where new grades are greater than 75 mm than existing grades, clean fill shall be used to achieve finished subgrade levels. Suitable clean fill can be used from On-Site grading operations. If additional clean fill is required, it must be hauled in from Off-Site. All costs in connection with importing clean clay fill are incidental and shall be included in the unit price bid for construction of the basketball court or site drainage areas.

E13.2.3 Finish Grading

- (a) Following earthmoving, rough grading and compaction, the Work areas shall be finish graded to provide a maximum deviation of 50 mm in 10 meters from the design grade with no low areas that hold water. The finished surface of all disturbed areas shall be dragged and smoothed in such a manner that there are no loose soil particles greater than 50 mm.
- (b) When grading for a field or swale, the grading work must be undertaken using earthmoving equipment that is guided by laser or GPS controlled data. Visual grade stakes shall also be installed to supplement the electronic data, unless otherwise agreed to by Contract Administrator.
- (c) All surplus fill material shall be removed and legally disposed off-site.
- (d) Do not disturb adjacent items designated to remain in place.

E13.2.4 Method of Measurement and Basis of Payment

- (a) Method of Measurement and Basis of Payment for Excavation and Grading shall be measured on a cubic metre basis for:
 - (i) "Excavate & legally dispose existing safety surface outside of proposed swing area (min. 100 mm depth)"; and
 - (ii) "Excavate & legally dispose earthen material and existing safety surface inside proposed swing area (min. 300 mm depth)" on Form B: Prices.
- (b) No separate measurement will be made for retainment of services by the Contractor relating to survey or layout and establishing grades as these items are incidental to the Work herein.
- (c) No separate measurement will be made for excavation for the following items as these items are incidental to the Work therein:
 - (i) Asphalt pathways and seating areas;
 - (ii) Sod areas outside existing safety surface;
 - (iii) Timber edging; or
 - (iv) Import of clean fill to achieve rough grading grades and earthwork and site grading grades.
- (d) No separate measurement shall be made for Finish Grading as this item is incidental to the Work herein.

E14. CHAIN LINK MESH & VEHICLE GATE

E14.1 General Description

- E14.1.1 This Specification shall supplement CW 3550 and shall cover the supply and installation of chain link mesh as per the Drawings.

E14.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E14.2 Materials

E14.2.1 All Materials per CW 3550 and Drawings

- (a) Chain link mesh and vehicle gate as specified in CW 3550 and on Drawings.
- (b) All mesh to have knuckled top and bottom.
- (c) Fittings and Accessories:
 - (i) Fabric staples shall be 50 mm 9-gauge galvanized steel fencing staples.
- (d) Vehicle access gate shall have a double swing.
- (e) Vehicle access gate shall include solid wheels.

E14.3 Method of Measurement and Basis of Payment

E14.3.1 Method of Measurement shall be as follows:

- (a) Chain Link Mesh will be measured on a linear metre basis for:
 - (i) "Supply & install 1.2m (4ft) height chain link mesh on existing chain link fence posts"; and
 - (ii) "Supply & install 1.2m (4ft) height chain link vehicle gate" on Form B: Prices.

E14.3.2 Basis of Payment shall be as follows:

- (a) Chain Link Mesh will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on the Bid Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) Chain Link Vehicle Gate will be paid for on a lump sum basis as indicated on the Bid Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E15. ASPHALT PAVEMENT

E15.1 General Description

E15.1.1 This Specification shall supplement CW 3110, CW 3130, and 3410 and shall cover the supply and installation of new asphalt pathway and asphalt overlay over existing granular base.

E15.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E15.1.3 The use of recycled concrete as a base material will not be permitted.

E15.2 General Instructions

E15.2.1 Quality Control

- (a) Testing and Approval of Materials
 - (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.

E15.2.2 Submittals

- (a) Samples

- (i) Material samples may be required, at the discretion of the Contract Administrator, for materials supplied under this Specification.

E15.3 Excavation

E15.3.1 Description

- (a) This specification shall be done in accordance with the Drawings, CW 3170, CW 3110, and as per SCD-648 as indicated on the Drawings.
- (b) Excavation shall be understood to include all removal of existing insitu material necessary to achieve finished grade and as indicated on the Drawings.
- (c) The Contractor shall survey and stake out the proposed asphalt pathway and court approach area prior to the start of construction as shown on the construction drawings. Layout shall be checked and confirmed with Contract Administrator prior to construction.

E15.3.2 Construction Methods

- (a) Excavation shall be done in accordance with SCD-648 and as outlined in Section 3.2 of CW 3110.
- (b) In locations where existing trees root systems intersect with the pavement area, excavation shall be done carefully so as not to damage or sever any roots of the trees.
- (c) If any pavement exists at the limits of the designated area of removal, these shall be saw cut for the full depth of the pavement prior to the demolition and removal operations. All costs in connection with saw cutting are incidental and shall be included in the unit price bid for excavation.
- (d) All excavated material shall be removed, hauled, and legally disposed of off-site to the satisfaction of the Contract Administrator.

E15.4 Sub-Grade Compaction

E15.4.1 Construction Methods

- (a) Sub-grade compaction shall be performed as outlined in Section 3.3 of CW 3110.
- (b) Sub-grade shall be free of any fibrous organics, softened and disturbed soil. The prepared sub-grade shall be proof rolled with a heavy sheep's foot roller (minimum 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

E15.5 Geotextile Fabric

E15.5.1 Description

- (a) Geotextile Fabric shall be placed in accordance with CW 3130.

E15.5.2 Materials

- (a) The separation/ reinforcement non-woven geotextile fabric shall conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.
 - (i) https://www.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Products_Surface_Works.pdf

E15.5.3 Construction Methods

- (a) Separation/ Reinforcement geotextile fabric shall be installed as outlined in Section 3.1 of CW 3110.

E15.6 Crushed Limestone Sub-base and Base Course Material

E15.6.1 Description

- (a) Crushed limestone Sub-base and Base course material shall be supplied and installed in accordance with CW 3110 and SCD-648.

E15.6.2 Materials

- (a) Sub-Base Course: 150 mm layer of Sub-base Course crushed limestone Granular C material as per SCD-648 and CW 3110.
- (b) Base Course: 50 mm layer of Base Course crushed limestone Granular C material as per SCD-648 and CW 3110.

E15.6.3 Construction Methods

- (a) Crushed limestone sub-base and base material shall be supplied and installed as outlined in CW 3110.
- (b) All limestone sub-base and base material shall be placed and compacted as specified to a finished thickness as shown on the Drawings and SCD-648.

E15.7 Asphaltic Pavement

E15.7.1 Description

- (a) Asphaltic Pavement for the new pathway and overlay on existing granular base shall be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3410 "Asphaltic Concrete Pavement Works".

E15.7.2 This Specification shall supplement the Drawings and SCD-648 and shall cover the supply and installation of asphaltic concrete pavement.

E15.7.3 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, material testing and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E15.8 Materials

E15.8.1 Asphaltic Concrete shall be Type 1A as specified and to a compacted thickness of 75mm (3") as shown on the Drawings.

- (a) No recycled materials to be used in asphalt mix.

E15.9 Crack Sealing

- (a) As a Warranty requirement, the Contractor shall rout and seal any and all cracks which may appear in the pathways during the one-year warranty period. Crack sealing shall conform to the requirements of City of Winnipeg Standard Construction CW 3250.
- (b) No separate payment will be made for this item as it is considered a warranty issue and shall fall under GC.13- Warranty.

E15.10 Quality Control for Hard Surfaced Areas

- (a) Further to Section 10, Quality Control, of CW 3110 and CW 3410, the Contractor shall obtain a qualified independent testing lab to conduct tests on materials to determine the acceptability of the sub-grade, sub-base, base course and asphaltic concrete as placed by the Contractor in accordance with the requirements of this Specification.
- (b) The Contractor shall not proceed with asphalt installation until test results have been reviewed and approval to proceed is granted by the Contract Administrator.
- (c) The Contract Administrator will conduct a survey of the operation to verify installation of specified layer thickness.
- (d) Non-conformity with the specified test requirements or compacted layer thickness will constitute sufficient grounds for rejection of the Work.

E15.11 Method of Measurement and Basis of Payment

E15.11.1 Asphalt pathway works shall be measured on a square metre basis for:

- (a) "Supply & install asphalt pathway"; and
- (b) "Supply & install asphalt overlay over existing granular base" on Form B: Prices.

- (c) No separate measurement will be made for the following items as these items are incidental to the Work herein:
 - (i) Excavation for new asphalt pathways;
 - (ii) Import of clean fill to achieve rough grading grades, earthwork and site grading grades;
 - (iii) Material testing
 - (iv) Sub-grade compaction
 - (v) Non-woven geotextile, sub-base and base course crushed limestone

E15.11.2 Basis of Payment shall be as follows:

- (a) Asphalt pathway works will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for "Supply and install asphalt pathway" and "Supply & install asphalt overlay over existing granular base," including excavation and grading, importation of clean clay fill if required, material testing, sub-grade compaction, non-woven geotextile, sub-base and base course crushed limestone, asphalt pavement as per SCD-648 supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E16. TIMBER EDGING

E16.1 General Description

E16.1.1 This Specification shall cover the supply and installation of timber edging to contain safety surfacing as per the Drawings.

E16.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E16.2 Materials

E16.2.1 Limestone Base Course

- (a) 19 mm (3/4") down limestone, per CW 3110.
- (b) Recycled concrete will not be accepted.

E16.2.2 Timbers

- (a) All wood for the timber courses shall be pressure treated spruce, pine or fir, No. 2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth and free of rough areas.
- (b) Size: All timbers to be 140 x 140 mm with a minimum length of 1200 mm.

E16.2.3 Rebar

- (a) Size: 19 mm Ø x 900 mm.

E16.2.4 Composite Cap

- (a) Per SCD-651A
- (b) Size: 32 mm x 140 mm boards with a minimum length of 1200 mm.

E16.2.5 Preservative

- (a) Above Ground: Clear type suitable for outdoor applications above ground.
- (b) Below Ground: Type suitable for outdoor applications below ground.

E16.2.6 Spikes

- (a) Size: 12 mm Ø x 250 mm

E16.2.7 Fasteners

- (a) Screws per SCD-651A & SCD-651C.
- (b) Designed for fastening composites to ACQ treated wood and sized to suit.

E16.3 Construction Methods

E16.3.1 All work to be located and installed in accordance with the Drawings.

- (a) Contractor shall confirm proposed timber edging locations with Contract Administrator prior to construction.
- (b) Contractor shall verify underground utility locations prior to construction and report any discrepancies to the Contract Administrator immediately.
- (c) Granular base course shall be compacted to a minimum of ninety-five percent (95%) of Standard Proctor Density and as per Drawings.
- (d) Build work square, plumb, and accurate to required size, height, length, and depth, with joints closely fitted and properly secured.
- (e) All wood cuts shall be sanded to remove any burrs.
- (f) Use timbers of the longest possible length to minimize joints, min. length is 1200mm.
- (g) Treat in field, cuts and damages to surface of treated material with an appropriate, clear preservative. Ensure that damaged areas such as abrasions spike and screw holes are thoroughly saturated with field treatment solution.
 - (i) Apply preservative by dipping, or by brush, to completely saturate and maintain wet film on surface for a minimum of three (3) minutes to soak into lumber.
 - (ii) Re-treat surfaces exposed by cutting, trimming, or boring with liberal brush application of preservative before installation.

E16.3.2 Timber base course shall be pinned with minimum of two (2) 19 mm Ø x 900 mm rebar at maximum 1200 mm O.C.

E16.3.3 Successive timber tiers above timber base course shall be securely spiked with a minimum of two (2) 12 mm Ø x 250 mm spikes at maximum 1200 O.C.

E16.3.4 All timbers shall be cut neatly for a proper fit with no spaces or gaps between. Finished elevations shall ensure that all timbers are smooth, level, set plumb and spaced uniformly.

E16.3.5 Joints to be butt joints. Joints in straight runs are to be lapped over timber by a minimum of 600 mm.

E16.3.6 Pre-drill caps and screw down using structural screws rated for composite to ACQ fastening and sized to suit. Screws to extend into timber base min. 50 mm and be countersunk into cap. Install two parallel screws every 600 mm O.C. along length and at ends.

- (a) Min. length of composite cap to be 1200 mm. Install longest lengths possible.
- (b) Cap joints to be butt joints. Joints to be lapped with timber course below.

E16.3.7 Sod shall be repaired as required around edging and in accordance with the Drawings, E20, CW 3540, and CW 3510.

E16.4 Method of Measurement and Basis of Payment

E16.4.1 Method of Measurement shall be as follows:

- (a) Timber Edging will be measured on a linear metre basis for:
 - (i) "Supply & install two-tier timber edging" on Form B: Prices.

E16.4.2 Basis of Payment shall be as follows:

- (a) Timber Edging will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E17. PROTECTIVE SURFACING - ENGINEERED WOOD FIBRE

E17.1 General Description

E17.1.1 This Specification shall cover the supply and install of engineered wood fibre safety surfacing, **including additional 150 mm depth drainage layer.**

E17.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E17.2 General Instructions

E17.2.1 Quality Control

(a) Testing and Approval of Materials

- (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.
- (ii) IPEMA Third Party Certification for impact attenuation may be required at the discretion of the Contract Administrator.

E17.3 Materials

E17.3.1 Wood Fibre product shall be either:

(a) Zeager Woodcarpet System 1

(i) Woodcarpet

- ◆ Manufacturer: Zeagar Bros. Inc.
- (ii) 4000 East Harrisburg Pike ·
- (iii) Middletown, PA 17057, USA
- (iv) Ph: (1-888) 346-8524 or (717) 944-7481
- (v) Fax (717) 944-7681
- (vi) Email; sales@zeager.com

(vii) Specifications:

- ◆ <https://www.zeager.com/products/recreation/woodcarpet-system-1/>

(b) FibarSystem 200

(i) FibarSystem

- ◆ The Fibar Group LLC
- (ii) 80 Business Park Drive, Suite 300
- (iii) Armonk, NY 10504-1705, USA
- (iv) Ph: (800) 342-2721
- (v) Fax: (914) 273-8659
- (vi) Email: info@FibarPlaygrounds.com

(vii) Specifications:

- ◆ <http://www.fibar.com/playgrounds/specs200.htm>

(c) Or approved substitute.

- (i) If substitute to Zeagar Woodcarpet or Fibar FibarSystem 200 is proposed, it must meet the following conditions:

- ◆ Materials must be IPEMA certified Engineered Wood Fiber;
- ◆ Material must consist of random-sized, clean, engineered hardwood chips. Standard wood chips or bark mulch are not acceptable;
- ◆ Materials must meet or exceed ASTM F1292 standards for impact attenuation;
- ◆ Materials must be certified by the CSA and approved for playground use;

- ◆ Materials must comply with ASTM F1951 for accessibility under the Canadians with Disabilities Act; and
 - ◆ Materials must be covered by \$10,000,000.00 product liability insurance as well as provide a minimum 10 year warranty against loss of resiliency.
- (d) Wood Fibre surfacing shall include wood fibre, filter cloth, granular drainage layer and mats under swings and ends of slides.
- (e) Mats are to be installed directly on top of the geotextile fabric and secured in place with two (2) duckbill anchors per mat.

E17.4 Construction Methods

- E17.4.1 Wood Fibre shall be installed within the play areas, as defined by the timber edging to a **minimum depth of 300 mm** (after compaction). In the case where proposed play equipment includes a maximum fall height greater than 2400 mm (8'-0"), depth of material to directly correspond to maximum fall height of play equipment in accordance with manufacturer's specifications.
- E17.4.2 The installation of the Wood Fibre shall be done immediately after the play equipment has been installed.
- E17.4.3 Installation of entire system, including fibre, filter cloth and mats under swings and slide ends shall be done according manufacturer's instructions. Adequate drainage within play equipment area must be ensured as per same.
- E17.4.4 Adequate drainage within play equipment area must be ensured and in accordance with manufacturer's written instructions and specifications.
- E17.4.5 Filter fabric must be cut and fit around playground equipment footings and overlap seams by 300 mm.
- E17.4.6 Installation shall be done by equipment sized to suit the Work being done and the Wood Fibre shall be spread by hand as necessary in the immediate vicinity of the play equipment so as not to damage same. The play equipment shall be swept clean to the satisfaction of the Contract Administrator after installation of the Wood Fibre.

E17.5 Method of Measurement and Basis of Payment

- E17.5.1 Method of Measurement shall be as follows:
- (a) Protective Surfacing will be measured on a square metre basis for:
 - (i) "Supply and Install engineered wood fibre safety surfacing c/w additional 150 mm drainage layer" on Form B: Prices.
 - (b) No measurement will be made for subsurface drainage within the play area as this item is incidental to the Work herein.
- E17.5.2 Basis of Payment shall be as follows:
- (a) Protective Surfacing will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
 - (b) No payment will be made for subsurface drainage within the play area as this item is incidental to the Work herein.

E18. NATURAL PLAY ELEMENTS

E18.1 General Description

- E18.1.1 This Specification shall cover the **supply and installation** of natural play elements as per the Drawings.
- E18.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour,

equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E18.2 Materials

E18.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and subject to inspection and testing by the Contract Administrator.

E18.2.2 All natural play elements shall be as per the Drawings.

E18.2.3 Ordering

(a) To order City of Winnipeg natural play elements email: BBabynchuk@winnipeg.ca, DSinclair@winnipeg.ca or CHemsworth@winnipeg.ca

E18.2.4 Log Steppers x 8

(a) Product:

- ◆ 1.8m height oak log
- ◆ **Cost \$250.00 each plus tax**

(ii) Finish:

- ◆ Logs to be debarked and skinned to remove all irregularities such as branch stubs.

(iii) Mounting: In-ground

(b) Play Log x 1

(i) Product

- ◆ Size varies as per the Drawings and log availability. Confirm size with Contract Administrator prior to ordering.
- ◆ Includes supply of 2x 150mm x 150mm "X" metal posts per log
- ◆ **Cost: \$1,500.00 each plus tax**

(ii) Finish

- ◆ Logs to be debarked and skinned to remove all irregularities such as branch stubs.

E18.2.5 Foundations

(a) CIP Concrete Foundations as per E23.

(b) Granular base shall be either 20mm diameter crushed limestone and shall be supplied and installed in accordance with CW-3110 and as per the Drawings.

(c) Granular backfill shall be 6mm diameter crushed limestone and shall be supplied and installed in accordance with CW-3110 and as per the Drawings.

E18.3 Construction Methods

E18.3.1 All Work is to be located and installed in accordance with the Drawings, and associated SCDs and/or Manufacturer's written instructions and specifications.

(a) All natural play elements to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. **The Contractor shall confirm proposed locations of all natural play elements with Contract Administrator prior to bringing log and steppers on site and prior to installation.**

(b) All natural play elements and to be carefully handled so that no parts will be cracked, broken or otherwise damaged. Hammering is prohibited.

(c) Damaged natural play elements will not be accepted.

E18.3.2 CIP Concrete Foundations

(a) CIP Concrete foundations as per as per E23.

E18.3.3 Granular Base

(a) All limestone base material shall be placed and compacted as specified to finished thickness as shown on the Drawings.

E18.3.4 Granular Backfill

- (a) All limestone backfill material shall be placed and compacted in 150mm lifts to depth as shown on the Drawings.

E18.4 Method of Measurement and Basis of Payment

E18.4.1 Method of Measurement shall be as follows:

- (a) Supply and installation of Natural Play Elements will be measured at the Contract Unit Price per unit for:
 - (i) "Supply & install log steppers"; and
 - (ii) "Supply & install play log"; on Form B: Prices.
- (b) Price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification.
- (c) No separate measurement shall be made for the CIP concrete foundations, granular base courses or granular backfill as these items are incidental to the Work herein.

E18.4.2 Basis of Payment shall be as follows:

- (a) Natural Play Elements will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No separate payment shall be made for the CIP concrete foundations, granular base courses or granular backfill as these items are incidental to the Work herein.

E19. SITE FURNISHINGS

E19.1 General Description

E19.1.1 This Specification shall cover the supply and installation of one (1) waste receptacle, and one (1) park sign as per the Drawings.

E19.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E19.2 Materials

E19.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and subject to inspection and testing by the Contract Administrator.

E19.2.2 All site furnishings shall be as per the Drawings.

E19.2.3 Ordering

- (a) To order City of Winnipeg supplied site furnishings email: pwd-cps-orderdesk@winnipeg.ca

E19.2.4 City of Winnipeg supplied Site Furnishings:

- (a) Tache Backed Bench Composite with Arms Surface Mount x 2
 - (i) Product Number: 52501071GLV – **Cost \$1,501.00 plus taxes**
 - (ii) Finish:
 - ◆ Composite Slats: Cedar Tone Finish
 - ◆ Metal: Galvanized
- (b) Waste Receptacle Side Opening Metal Slat Type per SCD-119 x 1
 - (i) Product Numbers:
 - ◆ Metal Slat Waste Receptacle: 52501063GLV – **Cost \$ 506.00 plus taxes**

◆ Wire Basket: 52501063GLVi – **Cost \$231.00 plus taxes**

- (ii) Finish: Galvanized
- (iii) Mounting: in-ground

(c) English Park Sign with Address Double Sided x1

- (i) Product Number: 52501103 – **Cost \$ 1,632.00 plus taxes**
- (ii) Finish:

◆ Wood Finish: Latex Paint, Colour: Cedar

- (iii) Metal: Galvanized

E19.2.5 Foundations

- (a) CIP Concrete Foundations as per E23.

E19.3 Construction Methods

E19.3.1 All Work is to be located and installed in accordance with the Drawings, and associated SCDs and/or Manufacturer's written instructions and specifications, using approved non-rusting, tamper resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.

- (a) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.
- (b) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited.
- (c) Damaged Site Furnishings will not be accepted.

E19.3.2 CIP Concrete Foundations

- (a) CIP Concrete foundations as per as per E23.

E19.4 Method of Measurement and Basis of Payment

E19.4.1 Method of Measurement shall be as follows:

- (a) Supply and installation of Site Furnishings will be paid for at the Contract Unit Price per unit for:
 - (i) "Supply & install waste receptacle";
 - (ii) "Supply & install tache bench with arms";
 - (iii) "Reinstall salvaged picnic table"; and
 - (iv) "Supply & install park sign" on Form B: Prices.
- (b) Price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this Specification.

E19.4.2 Basis of Payment shall be as follows:

- (a) Site Furnishings will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E20. TOPSOIL AND SODDING

E20.1 General Description

E20.1.1 This Specification shall amend and supplement CW 3510, CW 3520, and CW 3540 and cover the supply and installation of topsoil and sod.

- (a) The Contractor shall install mineral sod and a minimum 75 mm compacted thickness of topsoil, as required.

- E20.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.
- E20.2 General Instructions
- E20.2.1 Quality Control
- (a) Testing and Approval of Materials
- (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.
- E20.3 Materials and Construction Methods
- E20.3.1 Topsoil shall be as per CW 3540.
- (a) Sod shall be as per CW 3510.
- (b) The Contractor shall install sod in locations as shown on Drawings to cover areas indicated on Drawings.
- (c) Any areas damaged beyond the areas indicated on the Drawings shall be the responsibility of the Contractor to restore through use of topsoil and sod, unless otherwise approved by the Contract Administrator.
- (d) Areas to be sodded are to be laid out on Site and approved by the Contract Administrator before commencing Work. Work outside the limit approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work.
- E20.3.2 Incidental items include, but are not limited to; topsoil and sod placed at the edge of new paving and site restoration.
- E20.3.3 Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.
- E20.3.4 Restoration shall be achieved using topsoil and sod unless otherwise directed by the Contract Administrator.
- E20.4 Maintenance Period
- E20.4.1 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.
- E20.4.2 Termination of maintenance period for sod per Section 9.10 of CW 3510.
- E20.5 Method of Measurement and Basis of Payment
- E20.5.1 Method of Measurement shall be as follows:
- (a) Topsoil and Sodding will be measured on a per square metre basis for:
- (i) "Supply & install topsoil and sod" on Form B: Prices.
- E20.5.2 Basis of Payment shall be as follows:
- (a) Topsoil and Sodding will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E21. PLAY EQUIPMENT

E21.1 General Description

- E21.1.1 This Specification shall cover the **pick-up** and installation of play equipment in accordance with applicable Specification sections, the Drawings, and in compliance with the current CAN/CSA Z1614.

- (a) If Contractor states play equipment components are compliant with CSA Standards and they are found to be not compliant, liquidated damages may incur until equipment is deemed acceptable by the Contract Administrator and City of Winnipeg Parks Department.

E21.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E21.3 General Instructions

E21.3.1 Play Area and Equipment

(a) Compliance:

- (i) Play equipment shall be installed in the play areas as shown on the Drawings.
- (ii) City of Winnipeg Accessibility Design Standard (current edition):
 - ◆ Play area and equipment shall comply with the current edition of the City of Winnipeg Accessibility Design Standard.
- (iii) CAN/CSA Z1614 (current version):
 - ◆ Play area, equipment, and equipment safety zones to fit within the proposed area and shall comply with the current version of CAN/CSA Z1614.

E21.3.1 Construction Methods

- (a) Play equipment shall be installed as per Manufacturer's written specifications, in accordance with the most recent version of Canadian Standards Association Standards, and as per the Drawings.
- (b) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- (c) All decks shall be level, if so designed.
- (d) CIP Concrete Foundations construction shall be per E23.
- (e) **One play equipment installer (minimum) must be a valid certified Canadian Certified Playground Inspector and on site for the duration of assembly and installation of play equipment.**

E21.4 Independent Component Play Equipment

E21.4.1 Materials

(a) Hardware

- (i) All fasteners shall be socketed and tamper proof in design and requiring special tools.
- (ii) Hardware shall either be carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
- (iii) All necessary hardware and tools shall be provided.

(b) CIP Concrete Foundations

- (i) Shall be as per E23.

E21.4.2 Construction Methods

- (a) Independent component play equipment shall be installed as per Manufacturer's written specifications, in accordance with the most recent version of Canadian Standards Association Standards, and as per the Drawings.
- (b) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- (c) All decks shall be level, if so designed.
- (d) Independent items that are functionally linked such as stepping pods, logs, balance beams, etc should be placed at minimum 150mm to a maximum of 300mm for

Children less than 5 years of age and between 300mm to a maximum of 450mm for children 5- 12 yrs old.

- (e) CIP Concrete Foundation construction shall be per E23.
- (f) **One independent component play equipment installer (minimum) must be a valid certified Canadian Certified Playground Inspector and on site for the duration of assembly and installation of independent components play equipment.**

E21.5 Method of Measurement and Basis of Payment

E21.5.1 Method of Measurement shall be as follows:

- (a) Play Equipment shall be measured on a lump sum basis for:
 - (i) "Pick up & install transfer station and play panel" on Form B: Prices.
- (b) No separate measurement will be made for CIP Concrete Foundations as this item is incidental to the Work herein.

E21.5.2 Basis of Payment shall be as follows:

- (a) Play Equipment will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No additional payment will be made for CIP Concrete Foundations as this item is incidental to the Work herein.

E22. SWING SET

E22.1 General Description

E22.1.1 This Specification shall cover the supply and installation of Swings Sets in accordance with applicable specification sections, the Drawings, and in compliance with the current CAN/CSA Z1614

E22.1.2 This specification shall cover the supply and installation of a minimum one (1) complete swing standard as specified herein:

- (a) Three Leg Heavy Duty Swing Frame, 2.4 m (8 ft.) high, 4 -Bay, complete with four (4) slash-proof rubber and enclosed infant seats and four (4) slash-proof rubber belt seat, heavy-duty chains, swing hangers and hammer locks/bolt links.
- (b) All swings to be anti-wrap swings.

E22.1.3 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E22.2 General Instructions

- (a) Colour
 - (i) If colour is a feature, the Contract Administrator shall have the ability to modify specified colours if price bid is not subject to the colours from the proposed design, after Contract Award
- (b) **Unacceptable** swings sets are as follows:
 - (i) Dish swings.
- (c) Swing sets which are generally not accepted and require Contract Administrator approval are as follows:
 - (i) Tire Swings.

E22.3 Materials

- E22.3.1 Topbeam
- (a) All topbeams shall be fabricated from **min. 89mm (3 1/2") O.D. 8 gauge, RS40 galvanized steel pipe with anti-wrap hangers for four (4) infant seats and four (4) belt seats**. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- E22.3.2 Legs
- (a) Three Leg Heavy Duty Swing Frame
 - (i) All legs shall be fabricated from 60mm (2 3/8") O.D. 10 gauge, RS40 galvanized steel pipe. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier.
- E22.3.3 Yoke Clamps
- (a) All yoke clamps shall be either one piece construction and fabricated from 8 gauge, RS40 galvanized steel pipe or two piece, compression clamping cast aluminium or galvanized metal complete with tamper-proof hardware.
- E22.3.4 Swing Hangers
- (a) All swing hangers shall be fabricated from galvanized malleable iron and have oil impregnated bearings pressed in.
- E22.3.5 Swing Chain
- (a) All swing chain shall be 4/0 straight link, galvanized steel.
- E22.3.6 Enclosed Infant (Bucket) Seats
- (a) All enclosed infant seats shall be moulded of U.V. stabilized, high quality, rubber with a tempered stainless steel reinforcement plate insert moulded inside, rendering the seats slashproof. Infant seats shall be fully enclosed to prevent slipping out and provide extra lower back support.
- E22.3.7 Belt Seats
- (a) All belt seats shall be moulded of U.V. stabilized, high quality, rubber with a tempered stainless steel reinforcement plate insert moulded inside, rendering the seats slashproof. The perimeter shall be moulded to form a blunt, impact absorbing edge.
- E22.3.8 Hardware
- (a) All fasteners shall be socketed and tamper proof in design and requiring special tools.
 - (b) Hardware shall either be carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
 - (c) All necessary hardware and tools shall be provided.
- E22.3.9 Threadlock shall be used for Contractor assembled swing components.
- (a) Product: Loctite Red High Strength requiring heat for removal
Manufacturer: Henkel
Website: <https://www.henkel-adhesives.com>
 - (b) Or approved substitute.
- E22.3.10 Cast-in-Place Concrete Foundations
- (a) Post shall be installed into a concrete footing the composition per E23.
- E22.4 Installation
- E22.4.1 Swing sets shall be installed as per manufacturer's written specifications, in accordance with the most recent version of Canadian Standards Association Standards, and within the designated play equipment area as per the Drawings.

- (a) Contractor shall use threadlock, per E22.3.9, on all hardware for swing components assembled on site, as per Manufacturer's written specifications and instructions.
- E22.4.2 Swing Set posts shall be anchored in CIP concrete foundations as per E23.
- E22.4.3 Top rail is to be level.
- E22.4.4 Swing seats shall not be installed until the protective surfacing has been installed.
- E22.4.5 One swing set installer (minimum) must a valid certified Canadian Certified Playground Inspector and on site for the duration of assembly and installation of swing sets.
- E22.5 Method of Measurement and Basis of Payment
 - E22.5.1 Method of Measurement shall be as follows:
 - (a) Swing Standard will be measured on a per unit basis for:
 - (i) "Supply and install four-bay swing set c/w 4 belt and 4 baby seats" on Form B: Prices.
 - (b) No separate measurement will be made for Foundations as this item is incidental to the Work herein.
 - E22.5.2 Basis of Payment shall be as follows:
 - (a) Swing Standard will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
 - (b) No additional payment will be made for CIP Concrete Foundations as this item is incidental to the Work herein.

E23. CAST-IN-PLACE CONCRETE FOUNDATIONS

- E23.1 General Description
 - E23.1.1 This Specification shall supplement CW 2160 and cover the supply and installation of cast-in-place concrete foundations for Site Furnishings, Play Equipment, and Swing Sets.
 - (a) All underground cast-in-place concrete foundations for Site Furnishings, Play Equipment, and Swing Set posts, bases and anchors are to be set in concrete footings or piles per CW 2160 to ensure stability and prevent frost heaving.
 - E23.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.
- E23.2 General Instructions
 - E23.2.1 Quality Control
 - (a) Testing and Approval of Materials
 - (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.
- E23.3 Materials
 - E23.3.1 All materials as per CW 2160.
 - (a) Concrete
 - (i) Maximum Size of aggregate: 20 mm, nominal;
 - (ii) Compression Strength: 28 day compressive strength of 30 Mpa;
 - (iii) Slump/Flow: 80 +/- 20mm;
 - (iv) Sulphate resistant, Type 50 Cement; and

- (v) Maximum water/cement ratio: 0.49.
- (vi) Air Content: 4-7%

E23.4 Construction Methods

E23.4.1 Construction Methods as per CW 2160.

- (a) If concrete testing is required, do not place concrete until material testing is performed and reviewed by Contract Administrator.
- (b) All concrete foundations for site furnishings as per the Drawings.

E23.4.2 Playground Equipment Footing

- (a) Holes for concrete footing for play equipment and swings must be inspected and approved by the Contract Administrator prior to installation of concrete. Contractor to provide min. two (2) Business Days' notice for inspection.
- (b) All concrete footings for play equipment and swing sets shall be in accordance with Manufacturer's specifications.
- (c) All posts and supports shall be centred in the concrete footing such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centred there should be a minimum of 50mm (2") concrete at any point around the post.
- (d) **The full depth of the Manufacturer's specified footing must be below subgrade. If required for specified embedment of post in the footing, footing shall extend in sonotube through the granular drainage layer.** Footing must not extend into the wood fibre safety surface.

E23.4.3 Cold Weather Concreting

- (a) Cold weather concreting shall be as per Section 3.9 of CW 2160 and CSA A23.1.
 - (i) All material and equipment needed for adequate protection and curing shall be on hand and ready to use before concrete placement is started.
 - (ii) Before concrete is placed all ice, snow, and frost shall be removed from formwork and all surfaces against which concrete will be placed.
 - ◆ Temperatures of adjacent surfaces shall be raised to and maintained at 5° C minimum, prior to and during concreting.
 - ◆ Calcium chloride or other de-icing salts shall not be used as a de-icing agent in the forms.
 - (iii) Heating equipment and enclosures shall be per CW 2160 and CSA A23.1.

E23.5 Method of Measurement and Basis of Payment

E23.5.1 Method of Measurement shall be as follows:

- (a) No separate measurement for Cast-in-Place Concrete Foundations shall be made for Site Furnishings, Natural Play Elements, Play Equipment or Swing Sets, as Foundations are incidental to the Works therein.

E23.5.2 Basis of Payment shall be as follows:

- (a) No additional payment for Cast-in-Place Concrete Foundations shall be made for Site Furnishings, Natural Play Elements, Play Equipment or Swing Sets as Foundations are incidental to the Works therein.

E24. MAINTENANCE KITS

E24.1 General Description

E24.1.1 This specification shall cover the supply of maintenance kits for Play Equipment.

E24.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour,

equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E24.2 Materials

E24.2.1 All play equipment and swings shall include the supply of maintenance kits.

E24.2.2 Maintenance kits shall include maintenance manuals, complete manufacturer's parts lists, touch-up paint, PVC repair paint, 10% extra of each bolt, washer and any other hardware utilized on the play equipment, and all special tools necessary for assembly and maintenance.

E24.3 Delivery of maintenance kits

E24.3.1 Maintenance kits shall be delivered two (2) Working Days prior to achieving Total Performance.

(a) Deliver to:

Attn: Marc Laurin and/or Derrick Downey
Parks and Open Space Division, Public Works
960 Thomas Avenue, Winnipeg, MB
Ph: Marc Laurin: 204-479-5489
Ph: Derrick Downey: 204-391-2860

(b) Contractor to forward Contract Administrator a copy of the Transmittal prior to achieving Total Performance.

E24.4 Method of Measurement and Basis of Payment

E24.4.1 Method of Measurement shall be as follows:

(a) No separate measurement for maintenance kits or delivery shall be made for Swing Sets as maintenance kits is incidental to the Works herein.

E24.4.2 Basis of Payment shall be as follows:

E24.5 No additional payment for maintenance kits or delivery shall be made for Swing Sets as maintenance kits is incidental to the Works herein.